Request for Proposals for

RFP No. SFMTA 2015-45

Transit Vehicle Farebox System

Date Issued:	**August 20, 2015**
Pre-proposal Conference:	**September 1, 2015**
Proposal Due:	**September 30, 2015 (1:00 pm PT)**

San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for Transit Vehicle Farebox System

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Term or Acronym	Definition
Agency or Department	San Francisco Municipal Transportation Agency or SFMTA
Business Day	Monday, Tuesday, Wednesday, Thursday or Friday, except for holidays observed by the City.
Clipper®	An automated fare collection program centered on smart card technology, which is accepted for fare payment by nine Bay Area transit operators for intra/inters operator trips. The SFMTA is currently running a pilot at 5 City garages and already uses the Clipper® card on SFMTA buses and trains.
Contract	The agreement between the SFMTA and the Contractor setting out the obligations of each party as to the Project.
Contract Monitoring Department (CMD)	The department of the SFMTA office that administers compliance with the City's Local Business Enterprise/Non-Discrimination Program. The CMD is a unit within the SFMTA's Contracts and Procurement group.
Contractor	The vendor selected through this RFP to complete the Project under the Contract.
Database Server	A computer (hardware and software) that provides database services to other computer programs or computers. Database Server is also used for data backup.
Day(s)	A 24-hour period or consecutive 24-hour periods beginning at midnight (12 a.m.) and ending at 11:59 PM.
Event Log or Journal	The central database repository of all System messages and activity.
Factory Acceptance Test (FAT)	The test performed by the supplier/Proposer at its factory to demonstrate the successful performance of the Transit Vehicle Farebox System before shipping to the owner's location for installation.
Farebox System	Transit Vehicle Farebox System (see also, "Project"). References to the "Farebox" shall mean equipment installed on a vehicle.
Local Business Enterprise (LBE)	A business that is certified as meeting the requirements of Administrative Code section 14.B.3 by the City.

Term or Acronym	Definition
On-line Real Time System	A system or network which updates information at the same rate as it receives data.
Project	The Farebox System and all software, equipment, and labor necessary to install, test and implement the System.
Proposal	For this RFQ Proposal means Statement of Qualifications.
Proposer	Party submitting a Proposal (also referenced as a "Bidder").
San Francisco Municipal Transportation Agency (SFMTA)	A department of the City and County of San Francisco established by San Francisco Charter Article VIIIA.
Simple Network Management Protocol (SNMP)	A standard Internet Protocol, developed to manage nodes or devices (including, but not limited to, computers and routers), present on an internet-based network.
Site Acceptance Test (SAT)	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation.
Subcontractor	An entity or person hired by the Contractor to install, design or assemble any portion of the Transit Vehicle Farebox System hardware or software programs.
System Integrator	The entity identified by Proposer to design and or integrate new or existing functionality or software to the System

ADA Americans with Disabilities Act

AFC Automatic Fare Collection

CIP Capital Improvement Program

CCSF City and County of San Francisco

CMD Contract Monitoring Division

DMZ Data Management Zone

DSS Data Security Standard

LBE Local Business Enterprise

MQ	Minimum Qualification
NEC	National Electric Code
NEMA	National Electrical Manufacturing Association
NTP	Notice to Proceed
ODE	Open Data Exchange
PMP	Project Management Professional
RCE	Revenue Control Equipment
RFP	Request for Proposal
SFMTA	San Francisco Municipal Transportation Agency
TCP/IP	Transmission Control Protocol/Internet Protocol
UL	Underwriters Laboratories, Inc.

I. Introduction and Schedule

A. General

The San Francisco Municipal Transportation Agency (SFMTA) issues this Request for Proposal (RFP) to select a firm that has the experience and capacity to deliver a Farebox System that meets the SFMTA's requirements.

San Francisco Municipal Transportation Agency

The SFMTA is a multi-modal transportation organization responsible for operating electric trolley coaches, motor coaches, light rail vehicles, world-famous cable cars and an historic fleet of streetcars, as well as developing and implementing innovative transportation solutions to benefit auto drivers, transit riders, taxicab users, bicyclists and pedestrians.

Fare Collection System Background

The SFMTA operates Muni, San Francisco's transit system responsible for carrying upwards of 700,000 riders on an average weekday. Two components currently comprise Muni's fare collection system: Cubic fare boxes for cash collection and Vix/ERG equipment for contactless closed loop card payments as part of the regional Clipper® program. This equipment has reached the end of its functional life.

In addition, the SFMTA is currently implementing a fleet-wide Xerox/ACS OrbStar CAD/AVL system that will provide single point log-on and additional integration for all of the onboard systems in each bus and rail vehicle. The Agency is also expanding its bus and rail fleet and will require additional fare collection equipment to support that fleet expansion.

Farebox System Procurement

The SFMTA issues this Request for Proposals (RFP) to select a firm ("Contractor" or "Proposer") that has the experience and capacity to provide a Farebox System for the entire fleet of electric trolley coaches, motor coaches, light rail vehicles and historic streetcars.

While there are other parts of SFMTA's Integrated Fare Collection System, such as hardware and software to support the Clipper® program, this RFP focuses only on the vehicle Farebox System. This Project will include the provision and installation of Farebox System equipment, a fare collection and transfer system, data a collection and reporting system, and system management software and hardware. The Project will also include on- site training for transit operations and revenue collections staff, and on-going technical support and provision of repair parts. The Contractor shall install the Farebox System and perform all tasks necessary to configure it into a complete system meeting all contract specifications, with each item thoroughly tested and ready for operation.

The design of the Farebox System, including back-end support systems, must facilitate and not preclude integration with other components of SFMTA's Integrated Fare Collection System. These requirements are described in more detail within this RFP.

The SFMTA desires to use technology to improve fare collection efficiency and accuracy, and to offer customers an enhanced fare payment experience. The Contractor shall provide, integrate, test and implement the desired transit vehicle Farebox System, hardware and supporting software. The Contractor shall provide support services and train SFMTA staff to use and maintain the system.

This RFP provides only a general description of the Project; the SFMTA expects that each Proposer will provide a detailed description of its Farebox System and associated systems. The selected Proposer will be responsible for providing all work, labor, and materials necessary to complete the Project, irrespective of whether a requirement is expressly stated as a in this RFP. Each Proposer shall describe and include in its proposal all equipment, software and hardware and work necessary for the full and faithful performance of the Farebox System requirements, in accordance with the objectives of the SFMTA. The Farebox System offered shall be complete in every respect, inclusive of all design, components, and recommendations, software, hardware, equipment and work necessary to install, test and implement the Project.

Goals

Key goals for the new Farebox System include:

1. Ensure collection of fares by improving dependability and reliability of all Farebox System equipment

2. Minimize interaction between Transit Operators and fare equipment, except to record the fare transaction type as necessary

3. Ensure a high level fare revenue security through improved accountability and tracking of revenues and ridership

4. Control costs of fare collection system operations and maintenance

5. Replace current pre-printed paper tear-off transfers/fare receipts with on-demand real-time printing of transfers/fare receipts

6. Accommodate potential fare policy changes including differential pricing by time of day and type of service

7. Provide fare payment data to improve the SFMTA's understanding of where and when customers pay cash fares

The Contract shall have an original term of 5 years, with two options for the SFMTA to extend the term for a period of 5 years each, which the SFMTA may exercise in its sole, absolute discretion, for a total Contract Term not to exceed 15 years.

B. Schedule

The anticipated schedule for selecting the Contractor is:

Phase	**Date**
RFP is issued by the City:	August 21, 2015
Pre-proposal conference:	September 1, 2015
Deadline for submission of written questions or requests for clarification:	September 14, 2015
Proposals due:	September 30, 2015
Oral Interviews	TBD

* The SFMTA reserves the right to not conduct oral interviews and select a Contractor based on the written Proposals only.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the Project. The SFMTA reserves the right to select the best-qualified Proposer for the new System over the lowest-priced Proposal.

A. Cost Proposal

The SFMTA requests that Proposers submit a direct purchase cost (which includes unit costs for each Farebox System, Cashbox receiver, etc.) for the outlined system components and implementation. This proposal must also include the option for post-warranty period servicing of the Farebox System.

All proposals must include unit costs for transfers/fare receipts assuming bulk supply purchases. A Proposal must explain options for purchasing transfers/fare receipts supplies beyond the duration of the Contract.

If a Proposer's standard Farebox System does not include all software, equipment or features required by this RFP, the Proposer shall provide prices for those additional components separately from the Proposer's base product, so that the SFMTA can ascertain the cost-effectiveness of the enhanced features.

B. Farebox System Functional Requirements

1. Fareboxes

The Farebox System shall be service proven and shall be installed on the entire Muni trolley coach, motor coach, historic streetcar and light rail revenue fleet(s). The Farebox System shall be a vehicle mounted, freestanding device to collect and securely store fares.

The Farebox System shall use and be designed with open architecture and open standards enabling software support from multiple manufacturers and vendors.

The Farebox System shall be controlled by electronic logic and supported by the electronic memory, displays and indicators. It shall permit the easy insertion of fares by boarding passengers and provide a display for customer information.

The Farebox System shall be reliable in revenue service operations, accurate in its counting and data reporting, and secure in its retention and transfer of data and collected revenue. Processing of fares shall require no driver intervention or inspection of fare media, except as necessary to process reduced or special fares.

The Farebox System must include an Operator Control Unit (OCU) for operator entry of commands, to collect and display passenger information, and to display transactional information, errors, prompts, and other information as required by SFMTA operators.

To the greatest extent possible, the Farebox System equipment shall be modular so that additional equipment can be added without modifying or replacing existing equipment. In all cases where the Contractor will provide multiple units of equipment (such as, Fareboxes, Cashboxes, vaults), each unit shall be identical in manufacture and function with the others and all units and their components so that each unit is freely interchangeable.

Americans with Disabilities Act (ADA) Compliance

A Proposer shall demonstrate that the equipment meets all ADA requirements and can be conveniently used by persons with disabilities, including persons with limited manual dexterity and persons with sight disabilities, without the need for assistance or special training.

Application Programming Interface (API)

A Proposer shall supply details of its interface API to facilitate software integration.

Ease of Use

The Farebox System includes diverse stakeholders including the general public, Transit Operators, maintenance staff and support personnel. The design of all displays, buttons, touch-screens, and other human- computer interface elements will be an important selection criterion in selecting the best value system for the SFMTA. One of the most immediate needs identified by the Agency is that of ease-of-use and consistent reliability of the transfer system. In the case of paper transfers, replacing stock shall be straightforward.

Customer Displays

The top of the Farebox shall include a customer display in proximity to the coin and bill slots. The display shall be a backlit liquid crystal display (LCD), or other display technology, that is be easily viewable by a customer paying a fare in dim or bright light.

The Farebox shall be equipped with an audio transducer that emits different sounds to indicate the status of a transaction and other Farebox operations. At a minimum, the Farebox shall produce two tones: a continuous tone (beep) to indicate the payment of a full adult fare and an intermittent tone to indicate a failed transaction.

Operator Control Unit

The Farebox shall include an Operator Control Unit (OCU) furnished with an interface and display to permit the Transit Operator to manage and control the Farebox. The OCU may be housed separately from the Farebox and electrically connected to it. The OCU shall be designed so that a transit operator may easily view the display and operate the unit. A separate OCU shall be mountable to a fixed object such as a stanchion or the Farebox itself and maneuverable such that Transit Operators of varying size and stature can enter and exit the vehicle's seat easily.

In normal revenue service operation, Operators will typically not have to use the OCU except to process discount or special fares, or record underpayments. The OCU display and keypad shall permit tasks such as Transit Operator logon and logoff, creation of "route/run" records, and review of the contents of the Farebox summary data registers. The display and keypad shall also enable various tasks in connection with Farebox maintenance. The display shall show prompts and menus to aid the transit operator or maintenance technician in performing such tasks.

If separate, the OCU dimensions shall be no greater than 10 inches by 8 inches by 3 inches.

Currency Acceptance

The Farebox shall automatically identify and count all U.S. coins in general circulation, including any U.S. coins that may be issued during the service life of the Farebox System. The Farebox shall also accept Muni tokens.

The coin validator mechanism shall be capable of processing coins at an insertion rate of not less than five items per second on a continuous basis and capable of accepting multiple coins at once.

The coin validator mechanism shall be capable of electronically verifying all coins inserted for fare payment. All coins shall be automatically verified and identified by denomination, with no operator action required. Coins accepted by the validator shall have their value posted to the logic and displays and immediately directed to the Cashbox.

The coin validator shall be capable of handling deformed coins (i.e., coins that are bent or bulged, not perfectly round, or have attached foreign material).

All coins that cannot be electronically verified shall be automatically rejected and returned to the customer via a coin return cup located at the front of the Farebox. The coin return cup shall be fitted with a door to prevent coins falling from the cup.

The Farebox shall be provided with a bill acceptor/validator module capable of accepting, validating, and counting paper currency.

The bill acceptor shall accept $1, $2, $5, $10, and $20 U.S. bills, including all denominations of bills currently in circulation. The module shall be capable of accepting bills of “street quality” (that is, worn and crinkled) inserted flat and unfolded. The bill validator shall accept and correctly identify valid U.S. bills, without participation or action of the Transit Operator , while rejecting and returning to the passenger torn, mutilated, partial, and counterfeit or foreign bills. The bill acceptor shall accept an inserted bill in any orientation: face up, face down and either end first.

The Farebox shall be configurable to accept future editions of bills issued by the U.S. Treasury.

Each Farebox shall have its own serial number (a physical ID) and unique Radio Frequency Identification (RFID) tag.

Valid coins shall be accepted at a rate of not less than 95% on first insertion and 98% on second insertion. Valid bills shall be accepted at a rate of not less than 95% on first insertion and 99% on second insertion.

The Farebox shall count deposited bills and coins with at least 99.5% accuracy. The Farebox shall immediately display the value of coins and bills upon insertion. If the coin or bill verification functionality is not available due to a jam or equipment malfunction, the vehicle operator shall have the ability to place the coin or bill module into bypass mode without verification using the Operator Control Unit. While in bypass mode, all inserted coins and bills shall be directly deposited into the Cashbox.

Dimensions

The dimensions of the Farebox shall be no greater than ten and a half (10.5") inches wide, ten and half inches (10.5") deep and between thirty-six and forty-two inches (36" and 42") tall. The top of the unit with passenger interface may be sloped between these ranges to improve access from the front of the unit.

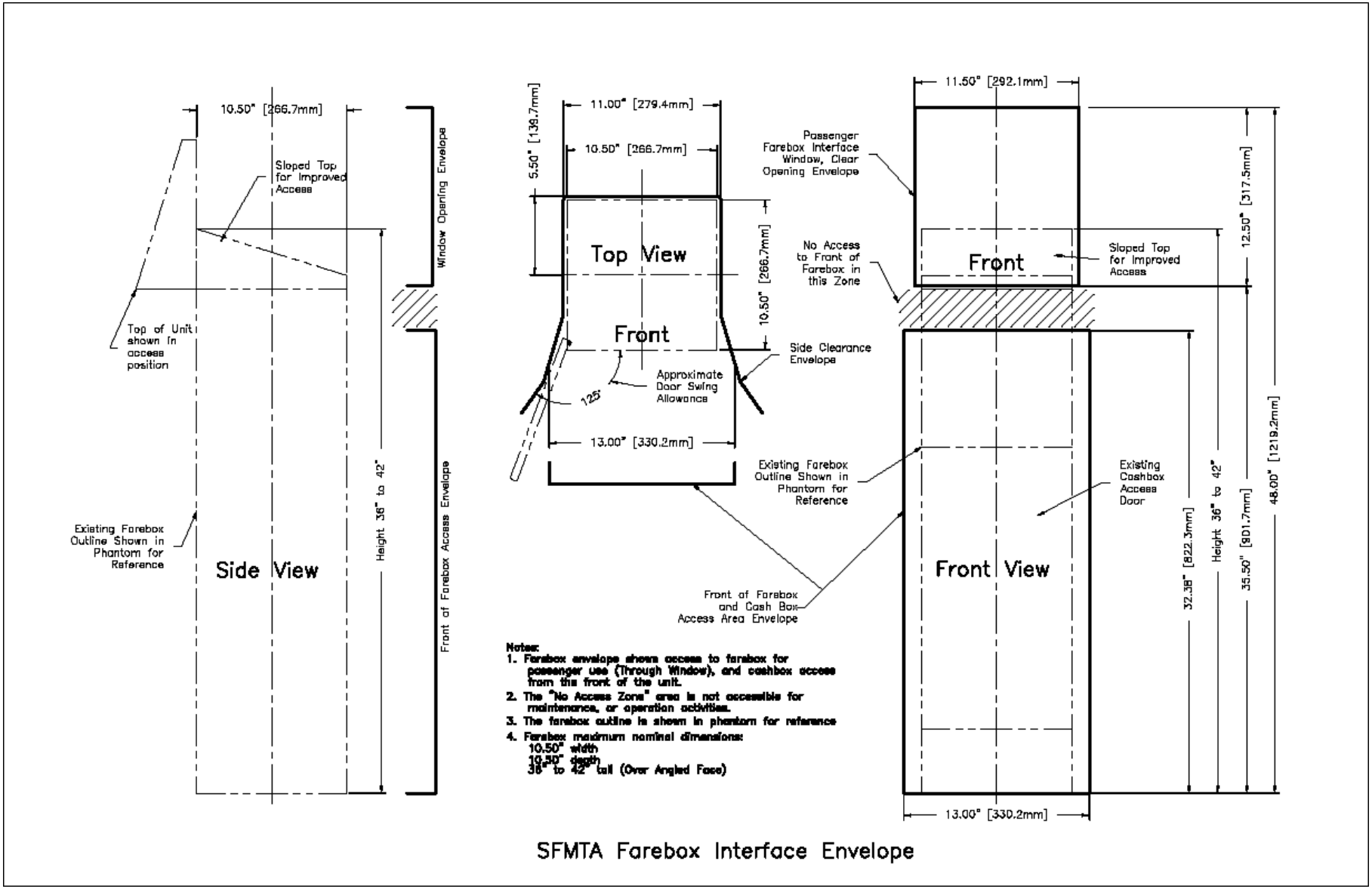
The Proposer shall offer and price different options if it manufactures multiple Farebox models that fit within these dimensions. However, for scoring purposes, the Proposer must enter the most expensive price on the bid sheet contained in Appendix G. The SFMTA will likely select only one model, but may include options for multiple models that fit within the specified dimensions.

Mounting plates/mounting adapters, which fasten the farebox to the vehicle floor, shall utilize the existing mounting provisions and accommodate different vehicle types (motor coach, electric trolley coach, light rail vehicles and historic streetcars) with different configurations. The farebox shall utilize the existing electrical connections to the vehicle.

Farebox Location

On buses (motor coaches and electric trolley coaches) and some historic streetcars, the Farebox shall generally be to the right side of the Transit Operator's seat near the front entrance. On light rail vehicles, two Fareboxes shall be installed, one in each cab at either end of the car. On existing Breda light rail vehicles, the Farebox is at roughly a 135-degree angle (partway between the right and rear sides) from the direction the Transit Operator faces and separated from customers by a movable door. There is a door with a sliding window that allows customers to access the Farebox. On some historic streetcars, the Farebox may be located directly behind the operator.

The farebox shall fit within the interface envelope on the next page, which is shown for reference purposes. Contractor is responsible for verifying this information prior to manufacturing and installation of the fareboxes.


10.50" [266.7mm]
Sloped Top for Improved Access
Window Opening Envelope
Top of Unit shown in access position
Existing Farebox Outline Shown in Phantom for Reference
Side View
Height 36" to 42"
Front of Farebox Access Envelope
11.00" [279.4mm]
10.50" [266.7mm]
5.50" [139.7mm]
Top View
Front
10.50" [266.7mm]
Approximate Door Swing Allowance
125°
13.00" [330.2mm]
Passenger Farebox Interface Window, Clear Opening Envelope
No Access to Front of Farebox in this Zone
Side Clearance Envelope
Existing Farebox Outline Shown in Phantom for Reference
Front of Farebox and Cash Box Access Area Envelope
11.50" [292.1mm]
Front
Sloped Top for Improved Access
Existing Cashbox Access Door
Front View
12.50" [317.5mm]
32.38" [822.3mm]
Height 36" to 42"
35.50" [901.7mm]
48.00" [1219.2mm]
13.00" [330.2mm]
Notes:
1. Farebox envelope shows access to farebox for passenger use (Through Window), and cashbox access from the front of the unit.
2. The "No Access Zone" area is not accessible for maintenance, or operation activities.
3. The farebox outline is shown in phantom for reference
4. Farebox maximum nominal dimensions:
10.50" width
10.50" depth
36" to 42" tall (Over Angled Face)

SFMTA Farebox Interface Envelope

The SFMTA is also working with a new carbuilder (Siemens) to build the next generation of light rail vehicles. Unlike the existing Breda light rail vehicles, the farebox on the Siemens light rail vehicle will be placed in the operator's cab behind a wall with an access panel. At the direction of the SFMTA, the Contractor shall work with Siemens to ensure that (a) the farebox fits within the operator cab, (b) maintenance staff can easily open the farebox to remove the cashbox and make repairs and (c) customers can access the farebox to deposit their money, receive a transfer/fare receipt and retrieve rejected currency.

The Farebox shall allow Transit Operators of varying size and stature to enter or leave their seats easily, and shall be positioned so that entering customers may quickly and easy insert the required fare. The Farebox's position on each vehicle shall facilitate all required maintenance and fare collection tasks, including the easy removal of the Cashbox.

Farebox Reliability and Maintainability

The Farebox System shall be designed for the highest degree of reliability. Each Farebox shall be capable of operating a minimum sixty (60) days' mean time between failures. Failure is defined as (a) the inability of the equipment to perform an essential function, such as the processing and recording of the various types of fares and the collection and secure storage of revenue, or (b) an occurrence in which continued operation poses a threat to the equipment, operators, customers, maintenance staff or others. The Farebox System's electronic circuit boards, including associated electronic components, shall be capable of operating an average of ten thousand (10,000) hours between failures, provided the Farebox is maintained as recommend by the manufacturer, and there is no abuse or vandalism of the Farebox.

Fare Validation and Programming

The Farebox shall have a minimum of ten fare sets, or fare category (e.g., adult cash fare, youth cash fare, adult day pass, etc.). The preset amounts shall be between $0.01 and $100.00. The fare class available for selection within a fare set shall be software configurable. The Contractor shall provide details on the fare set configuration, set-up, capacities, and means of updating fare set data to Fareboxes. Under normal circumstances, the fare table shall be maintained via the data system and automatically downloaded to the Farebox whenever the Farebox is probed.

The Farebox's default setting shall be to produce a "beep" sound and automatically dispense a time-stamped transfer (see next section) without customer or operator intervention when a customer has inserted the full adult fare each time.

The Farebox shall allow the Operator to key in exceptions at the OCU and have the Farebox issue the appropriate transfer(s)/fare receipt(s), including, but not limited to:

(a) Discount fares for youths, seniors and people with disabilities

(b) Multiple people travelling together with one bill (e.g., $5.00 to cover two adults at $2.25 each).

(c) Other fare products

Currently, the SFMTA has a flat fare for all bus and rail routes (with the exception of cable cars) during all times of day. In the future, the SFMTA may adopt more variable fare policies and products. The Farebox System shall be programmable to accommodate different fare settings to reflect these fare policies and products.

Periodically, the SFMTA adjusts cash fares. The Farebox System shall be capable of loading new fare sets before an effective date and become active on the programmed effective date and time. On occasion, the SFMTA offers a "Free Ride" to customers on certain dates or times, such as on New Year's Eve. The Farebox System shall provide the SFMTA with the ability to pre-program a "Free Ride" (a) fleetwide by date, time and duration and (b) for specific routes. A "Free Ride" message shall be shown to the customer on the farebox display. As noted in Section 4 below, the Farebox must be WiFi-enabled. The uploading of fare changes should take place via the Wireless Local Area Network (WLAN) at each operating division/maintenance yard.

Transfer/Fare Receipts Issuance

The top of the Farebox shall dispense a time-stamped transfer/fare receipt. Currently, paper transfers/fare receipts are valid for 90 minutes with the exception of late evening and overnight hours. "Late Night Transfers" issued after 8:30 pm are valid until 5:00 am.

The printed transfer/fare receipt must include (a) the fare product and category (i.e., adult, youth, senior or person with disability), (b) the date and time of issuance, (c) the expiration time, (d) the amount paid and (e) the bus number and unique ticket number, and (f) other information to prevent counterfeiting. In its response to this Request for Proposals, the Proposer must include and price all options for the transfer/fare receipt.

Examples of potential forms of a transfer/fare receipt may include, but are not limited to:

(1) A printed receipt from a roll of paper such as those found in cash registers

(2) A card with only printing and no magnetic stripe

(3) A card with printing and a magnetic stripe

(4) A limited-use smart card with printing and that has the ability to interface (read/write) with a standard ISO 14443 smart card reader.

At minimum, the Proposer shall provide option (c), a card with printing and a magnetic stripe.

A Proposal shall provide the SFMTA options for purchasing transfers/fare receipt materials beyond the Contract term.

Printing on a transfer/fare receipt must be sufficiently clear to allow a SFMTA Transit Fare Inspector or other authorized personnel to read and inspect the transfer/fare receipt visually to determine its validity. Transfer/fare receipts shall be printed on paper or on a card that has anti-counterfeiting measures.

Improving fare compliance and reducing fare disputes between customers and Transit Operators are important SFMTA priorities. Currently, some customers do not pay the full fare (for example, a customer may deposit only $2.00 when the adult fare is $2.25). To track the level of non-compliance and alert SFMTA Transit Fare Inspectors that the customer has not paid the appropriate fare, the Transit Operator must be able to key in an underpayment into the Farebox. The Farebox must be configurable to either (a) not issue a transfer/fare receipt, or (b) print the fare category and the amount the customer paid onto the transfer/fare receipt.

Some Muni transit vehicles are in revenue service up to 19 hours per day, on routes that average 100 customer boardings per hour. Individual vehicles may be assigned to a lower-ridership route on one day and a much higher-ridership route on another day. While only a fraction of these customers will be paying cash fares and requiring a transfer/fare receipt, there could conceivably be many hundreds of cash-paying customers on any vehicle within a single day, and this number could vary greatly from day-to-day. The SFMTA prefers to avoid the use of staff "road calls" or operator intervention to replenish transfers/fare receipts and to minimize wasting unused or unprinted transfers/fare receipts. The Contractor must propose alternative solutions to meet these objectives.

The SFMTA must have the ability to program the quantity at which the Farebox shall notify the Transit Operator and maintenance staff when there is a pre-set number of transfers/fare receipts remaining. SFMTA staff must be able to determine visually when transfer/fare receipts paper or cards need replenishing.

Cashbox

Each Farebox shall contain a Cashbox to store revenues. All U.S. coins and bills shall be deposited into a single Cashbox, securely compartmentalized to separate the coins from the bills.

The Cashbox shall have two individual and separate compartments, one to receive and retain coins and the other to receive and retain bills. The Cashbox shall accept not less than $500 value in mixed coins, 200 tokens and not less than 800 bills. The Cashbox shall be constructed of stainless steel to minimize risks to personnel associated with lifting, replacing and carrying the Cashboxes between the vehicles and the Receivers. Rough service shall not cause the Cashbox to become distorted or inoperable. A fully-loaded Cashbox shall suffer no operational impediment or security breach, if dropped in the upright position to a hard floor and landing on its bottom or bottom corner from a height of 36 inches. The Cashbox shall not distort when filled to capacity. . To minimize risks to personnel associated with lifting, replacing and carrying the Cashboxes

between the vehicles and the Receivers, the Cashbox shall not weigh more than twenty (20) pounds when empty.

Each Cashbox shall have its unique serial number (a physical ID) as well as a Radio Frequency Identification (RFID) tag. The RFID shall be passive (i.e. no battery or external power connection required).

Security

The Farebox, including the Cashbox and electronic and logic components, shall adhere to the highest stands of security. Each Farebox shall have a Cashbox access door built into it that shall protect and conceal the Cashbox inside. The access door shall be fitted with an internal electronic locking device that shall permit the door to open upon successful transmission of data or receipt of a proper security signal from a probe or other devices. Probing in this context shall mean using a data probe and/or wireless access points to both send and receive data to and from the Farebox and shall be based upon industry standards. The Farebox shall record the identification of the probe or other device used to open the access door and the date and time the door is opened.

The Farebox shall function under the environmental and operational conditions specified, and shall be designed and manufactured to prevent forced entry and/or unauthorized data or other electronic manipulation.

A minimum of four (4) portable electronic keys (or other devices) shall provide SFMTA personnel with the ability to open the Cashbox access door in an authorized manner as an alternative to the data probe. Each time someone uses a portable electronic key, the Farebox shall record the key's serial number for subsequent uploading to the data system.

Contractor shall also list and provide any additional equipment, accessories or software not listed above to support Farebox implementation.

2. Revenue Transfer and Collection System

Revenue collection systems configured as mobile vaults shall be installed at each of the nine SFMTA operating divisions to securely transfer cash from revenue vehicles to the Receiver. There are currently 21 revenue collections systems at the nine operating division configured as mobile vaults composed of a Cashbox receiver, secure vault housing, garage computer, electronic probe and a mobile bin.

The vault structure and its stationary components shall be permanently installed at SFMTA-specified locations convenient to the vehicle service lane and serve as a secure weather resistant housing for the receiver and mobile bin. Mobile bins shall be removable from the vault structure only in a closed and locked condition. The mobile bin will be configured with two separate interior compartments, one for coins/tokens and one for bills.

The revenue deposited into the Cashbox in each Farebox shall be transferred manually to a mobile vault. The Cashbox shall be 'unlocked' for removal when the Farebox receives and electronic code from a probe device.

The Receiver shall empty the Cashboxes into mobile bins that shall receive and store the cash. During the revenue transfer process, the coins from the Cashbox shall go into the vault coin compartment while the bills shall remain separated and shall go into the bill compartment. The Cashbox receivers and the mobile bins shall be able to automatically discharge contents into the correct compartment and maintain complete secure separation of all coins from bills. The revenue collection system must ensure that revenue transfer process can be completed in a secure manner, even in the event of power and/or battery failure. The Contractor shall detail the processing capacity of each Cashbox receiver (time to empty each Cashbox into a mobile bin). The Contractor must also detail the coin and bill compartment capacity of each mobile bin.

The System shall have provisions for secure transfer of the mobile bins from the "Revenue Cargo Trucks" into the interior of the counting room at SFMTA's Revenue Collection Facility.

Cash shall not be accessible by personnel or the public from the time of its insertion into the Farebox until the time the authorized SFMTA staff empty the mobile bins at the Revenue Collection Center.

Each mobile bin shall have a unique RFID tag. The RFID shall be passive (i.e. no battery or external power connection required). The RFID tag shall be continuously monitored from the time the mobile bin is inserted into the Receiver to the time it is delivered to the Revenue Collection Facility at SFMTA headquarters for processing. To track the mobile bins during their transport from each division to the Revenue Collection Facility, Contractor shall also provide RFID readers on all Receivers, on the two SFMTA "Revenue Cargo Trucks" and at Revenue Collection Facility. Contractor shall also list and provide any additional equipment, accessories or software not listed above to complete the Revenue Transfer and Collection System.

3. Ancillary Field Equipment

The SFMTA routinely responds to Farebox issues while its buses and rail vehicles are in revenue service.

The Contractor shall provide a portable data probe system which will allow the updating of Fareboxes and collecting Farebox data from buses, as well as testing and repairing Farebox equipment in the field. The portable data probe system shall consist of a standard data probe and a portable, industrial grade, controller/data storage unit.

There are currently 4 portable data probing units in use. The Contractor shall also make allowance to provide additional portable data probe systems as needed by the SFMTA.

4. Data Collection and Reporting System

The Contractor shall provide software to perform revenue analyses and reconciliations and to track Cashbox events for reporting and auditing purposes. The Farebox must be WiFi-enabled to facilitate secured wireless bulk data transfer that will occur via Wireless Local Area Network (WLAN) at each operating division/maintenance yard. Any data contained within the Farebox compuer that is not successfully transmitted via WiFi shall be retrievable through a hard-wired connection.

The Contractor shall provide the SFMTA with any standard, off-the-shelf summary reports. Additionally, the Contractor shall provide transactional level data for individual fare transactions and Cashbox opening events, as described below. The SFMTA intends to create its own customized reports using said transactional level data.

The Contractor shall also provide any software upgrades to the SFMTA for the duration of the contract at no additional charge.

Data Requirements – Individual Fare Transactions

The Farebox System shall collect accurate and comprehensive data on ridership and usage of fare products for planning and marketing purposes. The Farebox must keep track of all fare transactions with the minimum following information: (a) fare category (adult, youth, senior or persons with disabilities), (b) fare type (e.g., single fare), (c) amount paid, including overpays and underpays, (d) vehicle number, and (e) date and time.

The Contractor shall ensure that this transactional level data is provided to the SFMTA in XML-formatted files. The Contractor shall work with SFMTA Technology staff to determine the XML file definition. Whenever a vehicle reaches a division, the Farebox will communicate via WiFi with Contractor-provided software running as a service. This service application will take the Farebox data and transform it into XML files for the SFMTA to process. If any transactional data become blanked or erased, the system shall record an event which includes the last electronic key entered to open the Farebox.

Data Requirements – Cashbox Opening Events

Whenever the Cashbox is removed and returned to the Farebox, the Farebox must automatically upload an event record to SFMTA AFC servers via WiFi. Contractor shall specify the maximum time duration and distance to antenna for complete download of maximum estimated data file size via Wifi. This record must include the following minimum information: (a) time the Cashbox was removed, (b) time the Cashbox was re-inserted, (c) electronic key entered to open the Cashbox (to determine the employee), (d) the revenue in the Cashbox when the Farebox was opened, including the quantity of each bill and coin denomination, (e) the number of fare transactions by category (e.g., adult, youth, etc.), (f) the number of underpayments and (g) the number of transfers/fare receipts issued and (h) upon integration with a CAD/AVL system, the location of the vehicle and Farebox. The Farebox shall retain data in case of power loss.

The Proposer must in its Proposal describe the secured and efficient method to be used for releasing the Farebox using a WiFi based data probing system during Cashbox vaulting process (e.g., wireless probing device, secured swipe card, security code entered into OCU).

Garage Computers

The Contractor shall provide a garage computer for each of the SFMTA's nine operating divisions. Each garage computer must be able to control and manage the transfer of Farebox data. The garage computer operating system shall have sufficient storage of no less than one year's worth of data from the Fareboxes based on daily probing. Its primary purpose shall be to poll and communicate with the probes, distribute data to the Fareboxes, collect and consolidate data from the Fareboxes, and monitor all revenue collection and transfer system operations, and provide reporting from the database. Contractor shall also list and provide any additional equipment, accessories or software not listed above to support the Data Collection and Reporting System.

The Garage Computers shall be interchangeable, having identical hardware and software, such that a replacement unit may be installed without any setup requirement unique to the installation location. The location ID is to be provided through local connections (either hardware or LAN interface).

Contractor shall supply two (2) spare garage Computers complete with applicable software, ready for quick replacement of a failed Garage Computer at any system location.

C. CAD/AVL Integration (Optional)

Currently, the SFMTA is implementing a fleet-wide Xerox/ACS OrbStar CAD/AVL system that will provide single-point Transit Operator log-on and additional integration for all of the onboard systems. Functions of the OrbStar CAD/AVL system include determining vehicle location, route and run number and integrating with the Digital Voice Annunciation System (DVAS) and Automatic Passenger Counters (APCs). Xerox/ACS is currently not under contract to integrate with the selected Farebox System Contractor that the SFMTA will determine through this RFP process.

Proposer must list and price all CAD/AVL systems with which it could integrated its fareboxes and provide documentation of where they have been successfully implemented. Examples of common CAD/AVL system vendors in the transit industry include, but are not limited to, Xerox/ACS (OrbStar), INIT (MOBILE-ITCS), Clever Devices (CleverCAD) and Trapeze (Transit Master). This price shall include any necessary subcontracting to the CAD/AVL system vendors to ensure that their systems properly integrate with the Proposer's Farebox System. Proposer must also provide a reference for each CAD/AVL system it lists.

As CAD/AVL system integration is optional, the SFMTA is under no obligation to select any of the systems which Proposer lists. Under the direction of the SFMTA, the Contractor's employees shall perform the integration between the Farebox System and the CAD/AVL system the SFMTA selects (if any).

Fareboxes shall arrive with the appropriate hardware pre-installed that allows for an Ethernet or J1708 connection to a future CAD/AVL system. Proposer shall describe any hardware or software required to integrate Fareboxes with each CAD/AVL system.

A Proposal must address the extent to which its Farebox System has or may be modified to perform the following:

(a) Associate vehicle ID, route number, run number, stop ID, with fare transactions

(b) Provide real-time notification of full, non-operating or otherwise problematic Fareboxes

(c) Provide real-time alerts when transfer/fare receipts paper or cards need replenishing at a pre-programmed threshold (in addition to a visual indicator on the Farebox exterior)

C. Implementation Approach

A Proposal must include a proposed schedule indicating the number of calendar days it will would take to implement the Proposer's Farebox System, broken down by major project milestones, including vehicle installations (by type of vehicle), maintenance division installation, software installation and configuration, system testing, SFMTA operator and maintenance staff training, and final completion activities. Note that for new vehicles, the SFMTA may request either (a) the Contractor work directly with the vehicle manufacturer to install Fareboxes and

related equipment prior to acceptance of the vehicle, or (b) SFMTA staff will transfer Fareboxes from retired vehicles to the new ones. The Contractor shall be responsible for training SFMTA staff to ensure that Fareboxes can be transferred between vehicles safely.

Prior to approval of a contract, the Contractor shall submit a more detailed installation plan for approval by the SFMTA. Due to the age and condition of SFMTA's existing Fareboxes, the selected Contractor must assume that installation of the Farebox System will commence immediately upon receipt of a Notice to Proceed. The SFMTA will provide direction on which vehicle types and divisions must receive the highest priority.

D. Quantity and Installation Schedule

The SFMTA is in the process of replacing many of its revenue vehicles. The following "Net Fleet Size" table shows SFMTA's estimated fleet size by vehicle type for the next five fiscal years. Buses (motor coaches and trolley coaches) and most historic streetcars require one Farebox. Light rail vehicles and some historic streetcars require two Fareboxes because they are double-ended.

Table: Net Fleet Size

Vehicle Type	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020
40' Motor Coach	337	337	337	323	312
60' Motor Coach	159	159	159	194	224
40' Trolley Coach	240	240	240	192	175
60' Trolley Coach	93	93	105	105	105
Light Rail Vehicle – Breda (2 Fareboxes each)	149	149	149	149	149
Light Rail Vehicle – Siemens (2 Fareboxes each)	0	2	26	50	64
30' Motor Coach	30	30	30	30	26
Historic Streetcars (1-2 Fareboxes each)	Approximately 65 Fareboxes				
Total Fareboxes (excluding spares)	1,222	1,226	1,286	1,307	1,333

The Contractor shall provide at least 1,250 Fareboxes (which includes spares), with a delivery schedule consistent with the above table. Note that the number of Fareboxes in each year may vary from what is shown in the above table. During this timeframe, the SFMTA plans to retire many vehicles and replace them with new vehicles. Upon retirement, SFMTA employees will transfer Contractor Fareboxes from retired to replacement vehicles. Thus, Contractor Fareboxes must be interchangeable between different vehicle modes (motor coach, electric trolley coach, light rail vehicles and historic streetcars) and models. The Contractor shall also provide wiring harnesses adaptable to different vehicle modes and models with different mounting plate sizes. The Contractor shall also train SFMTA employees and provide any necessary equipment to facilitate these Farebox transfers.

Contractor may be required to enter into a separate agreement with third-party vehicle suppliers to provide fareboxes and ancillary equipment on new vehicles (e.g., Siemens light rail vehicles). If this separate agreement stipulates direct payment from Contractor to the third-party vendor, the quantities that Contractor shall provide to the SFMTA directly shall be adjusted downward accordingly.

Refer to the 2014 SFMTA Transit Fleet Management Plan at the following website for a more detailed tentative schedule of planned replacements and fleet expansion. (Note that the number of light rail vehicles has increased since the SFMTA published this plan.) https://www.sfmta.com/sites/default/files/2014%20Transit%20Fleet%20Management%20Plan_Website.pdf.

As directed, the Contractor must also provide Farebox and ancillary equipment to the vehicle manufacturers under contract to the SFMTA so that the hardware is installed prior to the arrival of the vehicle on SFMTA premises.

E. Training

Contractor shall develop and submit training and detailed maintenance manuals for each component of the Farebox System, including but not limited to, the Farebox, Cashbox, mobile vault and data collection and reporting system. In addition, the Contractor shall inform SFMTA-designated revenue collection, operations and maintenance staff on all components of the Farebox System. Contractor shall submit to the SFMTA confirmation of completion of this training prior to the deployment of the Farebox System.

Contractor shall provide experienced and qualified instructors to conduct a train the trainer program for SFMTA vehicle operator supervisory personnel, who in turn shall be responsible for the actual training of the drivers. The training program shall cover the operations of the Farebox and shall make use of one of the Farebox provided under this Contract for illustrative use.

In addition, Contractor shall provide experienced and qualified instructors to conduct a train the trainer program for SFMTA maintenance personnel. The training program shall cover the operations, testing and repair procedures of each component of the system.

Contractor shall also provide comprehensive Transit Vehicle Farebox System training to all relevant SFMTA staff at an SFMTA operating facility or SFMTA headquarters as appropriate. At a minimum, training will cover the following: (1) Farebox; (2) Revenue collection system; (3) Cashbox and vault operations; and the (4) Data Collection and Reporting system.

Contractor shall provide the SFMTA with sample educational materials suitable for use in a public relations campaign aimed at educating riders about the new Farebox Systems.

F. Acceptance Criteria

The SFMTA and Contractor will jointly conduct acceptance testing for a period of at least three weeks for each batch of Fareboxes delivered. The Fareboxes must meet the following standards before being accepted:

Performance Metric	Definition	Acceptance Standard
Physical Mock Up	Provide a physical mock up for fit check on all vehicle models	100%
Farebox Availability	Fareboxes, including spares, that are available and functioning for revenue service	100%
Back-End Systems Reliability	Data collection and reporting supporting systems are functional	100%
Farebox Accuracy	The difference between SFMTA-counted revenue and Farebox-reported revenue. The test sample shall be comprised of a minimum of 10 fareboxes returning from several different routes and operating divisions.	±1% for each Farebox based on a minimum of $250 in deposited cash and coins
Back-End Systems Accuracy	Accurate data reported by back-end systems	100%

G. Warranty

The Contractor shall deliver the Farebox System with a five-year warranty, consistent with the duration of the original term of the contract. This warranty shall include all hardware, software and installation work performed to deliver the Farebox System. The warranty period commences upon the SFMTA's final acceptance of the Farebox System.

Should the SFMTA exercise one or both of the additional five-year options, the SFMTA shall also have the option of purchasing an extended warranty on an annual basis for the duration of those contract extensions. All repairs during warranty and post-warranty operations shall be recorded and any piece of equipment that has more than three (3) failures within a 30-day period

shall be replaced at the direction of the SFMTA and at no cost to the Agency. Contractor shall stock sufficient spares to meet the agreed performance goals. The cost of establishing this stock and maintaining it shall be borne by the Contractor and shall include all consumables and replacement modules for the various components of the Farebox System.

H. Maintenance

Contractor shall provide the followinglevels of maintenance:

(a) Warranty – At no charge to the SFMTA, Contractor shall provide on-site maintenance to meet the warranty requirements as outlined in Section G above.

(b) Periodic Preventative Maintenance (Optional) - In its submission to this RFP, Proposer shall propose a complete preventative maintenance procedure. Upon approval of this procedure, the SFMTA at its discretion may ask Contractor to perform on-site preventative maintenance activity on all vehicles. At a minimum, this activity shall include inspecting, cleaning, calibrating and adjusting all parts of the Farebox to ensure proper functionality. Contractor shall expect that this process to take place primarily during evening and overnight hours when vehicles are at the divisions. Contractor shall provide a price quote for a single occurrence of this preventative maintenance activity on the entire fleet. The SFMTA may request a preventative maintenance procedure on as-needed basis upon three months' advance notice to Contractor.

(c) On-Call Services – Contractor shall provide on-call services to address any maintenance issues beyond the scope of the technical training.

SFMTA Farebox Maintenance staff will be responsible for on-board equipment diagnostics, troubleshooting and preventive maintenance to major module/subassembly. Contractor shall provide adequate training for farebox maintenance staff to perform these responsibilities.

Contractor shall also provide the following documentation and manuals to assist with the maintenance of the Farebox System:

EQUIPMENT OPERATION AND MAINTENANCE (O&M) MANUALS

1. Contractor shall submit Equipment Operations and Maintenance Manuals (in hard and electronic copy) prior to equipment installation.

2. The O&M manuals shall provide a detail presentation including illustrations where applicable.

3. The parts list shall identify the manufacturer(s), model/part number, address and contact information.

4. Drawings, wiring diagrams, flow diagrams, board level schematics and system diagrams need to be provided prior to equipment installation.

5. Contractor may use manufacturer's data and handbooks for individual sub-component items. All such references shall be included in the manual.

6. Where an equipment component is of such nature that local repairs cannot be made and it must be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided.

SOFTWARE USER MANUALS

1. The User Manual shall include screen captures and easy to follow instructions to assist users through all user accessible tasks. The User Manual shall include an index.

2. At a minimum, the User Manual shall include all information available through the context-sensitive help system.

SPECIAL EQUIPMENT

Contractor shall provide six sets of test fixtures to perform failure analysis and repair of all modules, including diagnostic programs to exercise and identify failures or components.

I. Key Performance Indicators

The Contractor shall monitor the performance of all Fareboxes.

The Farebox shall record an event each time a status change in the Farebox occurs. Example of events include, but are not limited to: (a) powering-up of the Farebox, (b) powering-down of the Farebox, (c) a full Cashbox, (d) a low number of transfers/fare receipts and (e) malfunctions of different pieces of hardware.

Whenever a vehicle pulls into a division, the Farebox shall upload the event log to the garage computer via WiFi. Any data contained within the Farebox compuer that is not successfully transmitted via WiFi shall be retrievable through a hard-wired connection.

Whenever the Farebox is powered up, the Farebox shall generate a record containing the health status of each Farebox subsystem.

The following table includes performance metrics for availability, reliability and accuracy as denoted in the following table. Proposer shall recommend standards for each of these performance metrics in its Proposal and may recommend modifications and additions to the performance metrics. The SFMTA and Proposer shall negotiate a Service Level Agreement which includes detail of services, responsibilities, performance measurement, problem management, Mean Transactions Between Failures, Mean Time To Repair, warranties and disaster recovery. In the final contract, the SFMTA reserves the right to accept or reject any of

the Proposer's recommendations. The selection criteria for this RFP include an assessment of the Proposer's recommended performance metrics and standards.

Performance Metric	Definition	Standard
Farebox Availability	Fareboxes, including spares, that are available for revenue service for the entire month	Proposer to recommend standards in its Proposal
Farebox Reliability	Mean Transactions Between Failures (total transactions/total failures)	
Back-End Systems Reliability	Time that systems which support data collection and reporting are functional	
Farebox Accuracy	The difference between SFMTA-counted revenue and Farebox-reported revenue	
Back-End Systems Accuracy	Accuracy of data reported by back-end systems	
Back-End Systems Network Connectivity	Time that back-end systems network connectivity is functional	

Contractor shall also provide the SFMTA with a monthly report that summarizes overall performance, Contractor shall report the Farebox System metrics to the SFMTA on a monthly basis no later than ten (10) business days following the close of the month. In the event that the System does not meet the agreed metrics, Contractor shall pay liquidated damages to be determined during contract negotiations.

In addition, should any element of the Farebox System have a defective part or parts that affect the element in a systemic way (at least 5 percent of equipment within a period of one year), Contractor shall replace that defective part or parts in that element for all Fareboxes. For example, if a particular element of the Cashbox failed repeatedly in a significant percentage of all Cashboxes. Contractor would replace that element in all Cashboxes.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 1 pm PT on September 20, 2015 by. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with Geoffrey Diggs or electronic proposal via usb/CD mailed to:

Attn. Geoffrey Diggs
SFMTA Contracts & Procurement
1 S. Van Ness Ave. 3rd Fl.
San Francisco, CA 94103-5417

Proposers shall submit the following:

- Electronic copy emailed or on portable electronic media such as CD or flash drive of your entire proposal including completed and signed Appendices D, E and F. (Appendices A and G will be submitted as separate files as stated below.)
- One electronic copy of your completed and signed Appendix A forms (see VI.O and Appendix A) as a separate file on your electronic media submission.
- One electronic copy of your completed Appendix G (fee or cost proposal form) as a separate file on your electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a proposal on behalf of your firm. Electronic media must be clearly marked that it is for "SFMTA-Farebox System Project 2015-45."

B. Format

For all electronic documents, please ensure that the typeface is legible and accessible for viewing on a computer monitor, laptop or (electronic) tablet.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. A brief corporate profile including:

   a. Contact information, including name, title, address, e-mail address, telephone and facsimile numbers of principal contacts and senior professionals;

   b. Location of head office and facilities;

   c. Company history including years of operation;

d. Description of partnerships, alliances, consortiums or sub-contractors that may be used to deliver in conjunction with the services described herein. Please provide similar details and the length of the professional relationship.

2. A copy of the Proposer's current financial/annual report (or confirm Proposer's agreement that it will provide SFMTA access to documents confirming the Proposer's financial capacity to complete the Project).

3. Describe the features of the complete Farebox System.

4, Documentation sufficient to establish the Proposer's qualifications in the following specific areas:

a. Verifiable experience integrating fare payment equipment with CAD/AVL systems at other U.S. transit agencies.

b. Operational ability to continually meet or and exceed proposed Key Performance Indicators, as described in Section G, established for fare collection systems with other peer U.S. transit agencies.

5. Identify key personnel, including the project manager(s) responsible for implementation of the Farebox System and ongoing support during the term of the contract, summarizing their work experience and ability to contribute to the Project.

6. List all U.S. transit agencies (and the applicable dates) with at least 250 vehicles and an average weekday ridership of at least 100,000 at which the Proposer has implemented a fare collection system.

7. Additional Information. A Proposer may include additional information to describe its technology, experience or expertise.

8. Fee or Cost Proposal

The SFMTA intends to award this contract to the firm that it considers will provide the best overall program services. The SFMTA reserves the right to accept other than the lowest priced offer and to reject any Proposal that is not responsive to this RFP.

Each Proposer must provide a fee or cost proposal as a separate electronic file that includes the information in the format requested in Appendix G.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

To be considered, the Proposer must demonstrate the Transit Vehicle Farebox System it currently manufactures/provides a Farebox System that meets the following minimum requirements:

1. Provide verifiable evidence and references that it has installed Farebox Systems at transit agencies with an average weekday ridership of at least 100,000 and 250 revenue vehicles deployed in the United States.

2. Has demonstrated a capacity to operate and maintain Farebox Systems at multiple transit agencies while meeting set performance criteria.

3. Is an established firm that has been in business providing Farebox Systems for at least five (5) years.

B. Selection Criteria

Proposals will be evaluated by a selection committee comprising of individuals from the SFMTA and other City departments. The SFMTA intends to evaluate the proposals generally in accordance with the criteria itemized below. The SFMTA may elect to invite Proposers who have a statistical chance of being selected Contractor to make a presentation to and be interviewed by the committee as part of the selection process.

The Panel will review and score all responsive Proposals (out of a total of 500 points) based on the criteria identified below:

a. Qualification and Experience with Similar Projects (30 points)

   The Proposal must explain the qualifications of the firm and key personnel, including the project manager(s) responsible for implementation of the Farebox System and ongoing support during the term of the contract. The Proposal must also demonstrate that the Proposer has the ability and resources to provide the outlined services and technical support to the SFMTA. The Proposer must provide names and contact information of at least three owners/agencies for which the Proposer performed services similar to this RFP.

b. System Features and Functionality (250 Points)

   Proposals will be rated for the features and functionality of the Transit Vehicle Farebox System based on the requirements set forth in the Scope of Work.

   (1) Farebox Validation and Revenue Processing (20 points)

(2) Farebox Interface & Usability by Customers (25 points)

(3) Farebox and Operator Control Unit (OCU) Interface & Usability by Transit Operators (25 points)

(4) Transfer/Fare Receipts (25 points)

(5) Revenue Transfer and Collection System (30 points)

(6) Ancillary Field Equipment (20 points)

(7) Data Collection System & Reporting (30 points)

(8) Security (20 points)

(9) Maintenance Support, including Preventative Maintenance (30 points)

(10) CAD/AVL Integration (Optional) (25 Points)

c. Project Approach and Management (30 Points)

Proposals will be rated on their manufacturing and installation timeline, their proposed plan for testing the Farebox System throughout various stages, and their training programs. Scoring will also reflect the strength of the project team, including leadership and human resources allocation.

d. Performance Standards and Warranty Terms (20 points)

The Proposer must propose performance standards and warranty terms as described in Section D above. Scoring will take into consideration the Proposer's ability to provide a reliable Farebox System over the duration of the contract.

e. Overall Organization and Clarity of Response (10 points)

Each will be evaluated on the Proposer's understanding of the scope of the work, and the clarity and completeness of the Proposal.

f. Fee or Cost Proposal (80 points)

The proposal with the lowest total fee will receive the maximum 80 points. Each of the other proposer's fee proposals will be scored by dividing the lowest fee proposal by each proposer's respective fee proposal, and then multiplied by 80, then combined the result from each section to arrive at the total number of points assigned to the proposal.

See the following illustration as an example for assessing the fees as calculated in Appendix G:

Proposer	Proposed Fee	Calculation of Points	Points Assigned
Proposer A	$100,000	Full 80 points	80
Proposer B	$120,000	$100,000 divided by $120,000 multiplied by 80	67
Proposer C	$150,000	$100,000 divided by $150,000 multiplied by 80	53

g. Oral Interview (80 points)

Following the evaluation of the written proposals, all firms that have a statistical chance of being the Contractor will be interviewed by the committee to make the final selection. The interview will consist of standard questions asked of each of the proposers. **The SFMTA reserves the right to not hold oral interviews and select a firm based on the written proposal only.**

V. Pre-proposal Conference and Contract award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on September 1, 2015 at 3:30 pm to be held at Civic Center Conference Rm (Third Floor, One South Van Ness, San Francisco, Ca 94103. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

The SFMTA will select a Proposer with which SFMTA staff will commence contract negotiations. The selection of any Proposer shall not imply acceptance by the City of all terms of its Proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a selected Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification must be directed to the SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of Proposals. Modifications and clarifications to the RFP will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Geoffrey Diggs
Contract Administrator
San Francisco Municipal Transportation Agency
One South Van Ness Ave, Sixth Floor
San Francisco, CA 94103
E-Mail: Geoffrey.diggs@sfmta.com

Please include "SFMTA Farebox System 2015-45" in the subject line of your email.

C. Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The SFMTA may modify the RFP, prior to the proposal submission due date, by issuing Bid Addenda, which will be posted on the SFMTA's website. A Proposer is responsible for ensuring that its Proposal reflects any and all Bid Addenda issued by the SFMTA prior to the Proposal submission due date, regardless of when the Proposal is submitted. The SFMTA recommends that each Proposer consult the website frequently, including shortly before the Proposal submission due date, to confirm the Proposer has addressed all Bid Addenda in its Proposal.

E. Term of Proposal

Submission of a Proposal signifies that the proposed services and prices are valid for 120 calendar days from the Proposal submission due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A Proposer may revise its Proposal on the Proposer's own initiative at any time before the submission deadline. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal submission due date.

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the submission due date for any Proposer.

At any time during the Proposal evaluation process, the SFMTA may require a Proposer to provide oral or written clarification of its Proposal. But the SFMTA reserves the right to make an award without further clarifications of Proposals.

G. Errors and Omissions in Proposal

Failure by the SFMTA to object to an error, omission, or deviation in a Proposal will in no way modify the RFP or excuse the selected Contractor from full compliance with the specifications of the RFP or the Contract .

H. Financial Responsibility

The SFMTA accepts no financial responsibility for any costs incurred by Proposer . Proposals will become the property of the SFMTA and may be used by the SFMTA in any way it deems appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

> No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a proposer or its representative approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the proposer. Examples of initial contacts include: (1) a proposer or other potential contractor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a potential proposer or contractor to propose that it apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers may contact the San Francisco Ethics Commission at (415) 581-2300.

J. Communications Prior to Contract Award

It is the policy of the SFMTA that only SFMTA staff identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the Contract award is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All Proposers and their subcontractor(s) are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this

RFP for the purpose of influencing the contractor selection process or the award of the Contract from the date the RFP is issued to the date when the Contract award is approved by the Board of Directors of the SFMTA and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the RFP requirements or selection process.

A Proposer, its subcontractors and suppliers, and their respective representatives must not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of the SFMTA and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (See Appendix D) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

K. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and

unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

L. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

M. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

N. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

O. Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

1. LBE Subconsultant Participation Goals

The LBE subconsulting participation goal for this contract has been waived. Proposers are advised, however, that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded. The City strongly encourages proposals from qualified LBEs.

2. CMD Forms to be Submitted with Proposal

a. All proposals submitted must include the following SFGSA's Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

b. Please submit one electronic copy of the above forms with your proposal. The forms must be a separate electronic file on the media that you submit (see III.A).

If you have any questions concerning the CMD Forms, you may call Lome Aseron, SFMTA Contract Compliance Office at (415) 701-5332.

P. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions

1. General

As a condition of contract award, consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

2. Nondiscrimination Provisions

a. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

b. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Non-Compliance with Chapter 12B Prior to Contract Award

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. Prior to the award of this contract, the SFMTA has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA shall attempt to resolve the non-compliance through conciliation.

a. If the non-compliance cannot be resolved, the SFMTA shall submit to the consultant or subconsultant a written Finding of Non-compliance.

b. The SFMTA shall give the consultant or subconsultant an opportunity to appeal the Finding.

c. The SFMTA may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the SFMTA.

4. Complaints of Discrimination after Contract Award

a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.

b. A finding of discrimination may result in imposition of appropriate sanctions, including:

(i) There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of $50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

(ii) The contract may be canceled, terminated or suspended in part by the SFMTA.

(iii) The consultant, subconsultant or Contractor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

5. Trainees – First Source Hiring Program

a. Trainee Requirements: Consultants are required to comply with the City's First Source Program, Administrative Code Section 83, which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the SFMTA requires consultants to hire a minimum number of professional service trainees in the area of the consultant's expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Number of Trainees

Project Fees	To Be Hired
$0 – $499,999	0
$500,000 – $899,999	1
$900,000 – $1,999,999	2
$2,000,000 – $4,999,999	3
$5,000,000 – $7,999,999	4
$8,000,000 – $10,999,999	5
$11,000,000 – $13,999,999	6
(> = $14M, for each additional $3 million in consultant fees, add one additional trainee)	

b. The trainee must be hired by the prime consultant or by any subconsultant on the Project team.

c. No trainee may be counted towards meeting more than one contract goal.

d. A trainee must meet qualifications for enrollment established under the City's First Source Hiring Program as follows:

   (i) "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and

   (ii) "Economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated "economically disadvantaged" for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

e. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.

f. A summary of a job description and training for the trainee with the rate of pay must be submitted for approval.

g. The trainee's commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee's skill development.

VII. Contract Requirements

A. Standard Contract Provisions

The Contractor will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ 34 in the Agreement); the Minimum Compensation Ordinance (§ 43 in the Agreement); the Health Care Accountability Ordinance (§ 44 in the Agreement); the First Source Hiring Program (§ 45 in the Agreement); and applicable conflict of interest laws (§ 23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The Contractor will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at http://sfgsa.org/index.aspx?page=6058.

C. Minimum Compensation Ordinance (MCO)

The Contractor will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 43.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at http://sfgsa.org/index.aspx?page=403.

D. Health Care Accountability Ordinance (HCAO)

The Contractor will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at http://sfgsa.org/index.aspx?page=407.

E. First Source Hiring Program (FSHP)

If the Contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors may consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/businessservices/ and from the First Source Hiring Administrator, Lillie.Ellison@sfgov.org or call (415) 701-4883.

F. Conflicts of Interest

The Contractor must comply with and shall be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The Contractor shall acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

The City may consider individuals who will perform work for the SFMTA on behalf of the Contractor to be consultants under State and local conflict of interest laws. If so, such individuals shall submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the Contractor that the City has selected it.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, a Proposer who believes that the City has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement addressing in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

The SFMTA reserves the right to proceed in the proposal selection process with the responsive proposers during the five-day protest period. The SFMTA will cease the proposal selection process only when it receives a notification of decision that is in favor of the protester.

B. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the Contract, any firm that has submitted a responsive Proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

The SFMTA reserves the right to proceed in contract negotiation with the highest ranked Proposer during the five-day protest period. The SFMTA will cease contract negotiation only when it receives a notification of decision that is in favor of the protester.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests must be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Geoffrey.diggs@sfmta.com

Appendix A

City and County of San Francisco

Contract Monitoring Division

CMD Attachment 2

***Requirements for Architecture, Engineering and* Professional Services Contracts, for contracts $50,000 and over**

Appendix A is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

You may access the database at the following link:

http://mission.sfgov.org/OCABidPublication/

Select "Consultants and Professional Services" in the drop-down Category menu and find the listing for this RFP.

Appendix B

Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents from the Internet, the contractor should call (415) 554-6248.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart**, the contractor should not do so again unless the contractor's answers have changed**. To find out whether these forms have been submitted, the contractor should call Contractor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call the Contract Monitoring Division at (415) 581-2319.

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/purchasing/forms.htm www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Contractor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Contractor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits www.sfgov.org/oca/purchasing/forms.htm – In Contractor Profile Application	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. **Contract-by-Contract Compliance status Contractors must fill out an additional form for each contract.**	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2310

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
4.	CMD LBE Certification Application www.sfgov.org/oca/purchasing/forms.htm – In Contractor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2319

Where the forms are on the Internet

Office of Contract Administration

Homepage:	www.sfgov.org/oca/
Purchasing forms:	Click on "Required Contractor Forms" under the "Information for Contractors and Contractors" banner.

City Administrator's Contract Monitoring Division

Homepage:	www.sfgsa.org Click on "Departments, Divisions, Offices" on the left side, then click on "Contract Monitoring Division" in the middle of the page.
Equal Benefits forms:	Click on "Important Forms and Documents" under the "Equal Benefits Compliance (12B)" header.
LBE certification form:	Click on "Forms and Attachments for Prime Bidding on City Contracts" under the "LBE Certification and Compliance" header.

Appendix C

Sample Agreement for Professional Services (Form P-500)

Appendix C is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

You may access the database at the following link:

http://mission.sfgov.org/OCABidPublication/

Select "Consultants and Professional Services" in the drop-down Category menu and find the listing for this RFP.

Appendix D

Attestation of Compliance

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of individual completing this form: _____

The form is submitted on behalf of firm: _____

Name of RFP: **SFMTA 2015-45 Transit Vehicle Farebox System**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VI.J of the above RFP. ☐ Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of Section VI.J of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. ☐ Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date: _____

Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(1) _____
(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;

b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and

d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

(2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

(3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

_____

Business Name

_____ _____

Authorized Representative Name (print) Authorized Representative Title (print)

_____ _____

Authorized Representative Signature Date

Appendix F

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation ("SFMTA") Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I hereby certify that the above-specified certifications are true.

_____

Business Name

_____ _____

Authorized Representative Name (print) Authorized Representative Title (print)

_____ _____

Authorized Representative Signature Date

Appendix G

To be completed by all Proposing Firms and Submitted as a Separate Electronic File;
Do Not Include the Fee or Cost Proposal in Your Main Proposal Document File

Fee or Cost Proposal

Appendix H

MODEL AGREEMENT

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and
[Contractor's (Firm's) Full Name]
for [Brief Description of Services or Project Title]

Contract No. SFMTA-[Number Assigned by the SFMTA Contracts & Procurement Office]

This Agreement is made this [Day of the Month (1st, 2nd, etc.)] day of [Month], [Year], in the City and County of San Francisco, State of California, by and between: [Contractor's (Firm's) Full Name], [Contractor's (Firm's) Street Address; No PO Box], [Contractor's (Firm's) City, State & Zip Code] ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

A. The SFMTA wishes to [Short Description of Services to Be Provided].

B. A Request for Proposals ("RFP") was issued on_____, [RFP Publication Date], and City selected Contractor as the highest-ranked proposer.

C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.

D. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number [Personal Services Contract (PSC) Number] on [Date of Civil Service Commission Action].

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the

Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from [Contract Start Date] to [Contract End Date].

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in accordance with Appendix B attached and for work, as set forth in Section 4 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of 30 days following an Operations Demonstration Test (ODT) at which point a progress payment will be made within 30 days thereafter.. In no event shall the amount of this Agreement exceed [Whole Dollar Amount (No Cents) Written Out and Repeated as a Number in Parentheses ($X)]. The breakdown of costs associated with each facility and this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any

contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at ***http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1***. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest (see, e.g., Revenue & Taxation Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the Project within the Project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

a. General. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation),

that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. Copyright infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of these damages can become cumulative should the Contractor fail to carryout and fulfill the entire contract. As such, for each installation that is delayed 30 days beyond the scheduled milestones and timelines as outlined in Appendix A, an amount equal to the full installation price, plus a 25% premium will be assessed against the performance bond not as a penalty, but as a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor or call upon payment of such damages from the performance bond _____, dated _____, 201__. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure

to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting False Claims; 10. Taxes; 15. Insurance; 24. Proprietary or Confidential Information of City; 30. Assignment; 37. Drug-Free Workplace Policy; 53. Compliance with Laws; and 57. Protection of Private Information.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the Contractor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting False Claims; 9. Disallowance; 10. Taxes; 11. Payment Does Not Imply Acceptance of Work; 13. Responsibility for Equipment; 14. Independent Contractor; Payment of Taxes and Other Expenses; 15. Insurance; 16. Indemnification; 17. Incidental and Consequential Damages; 18. Liability of City; 24. Proprietary or Confidential Information of City; 26. Ownership of Results; 27. Works for Hire; 28. Audit and Inspection of Records; 48. Modification of Agreement; 49. Administrative Remedy for Agreement Interpretation; 50. Agreement Made in California; Venue; 51. Construction; 52. Entire Agreement; 56. Severability; and 57. Protection of Private Information.

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of

any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: [SFMTA Project Manager's (PM) Name]
SFMTA | [SFMTA PM's Section]
[SFMTA PM's Section Mailing Address]
San Francisco, CA [Zip Code]

E-mail: [SFMTA PM's E-mail Address]

To Contractor: [Name of Contractor's Designated Contact]
[Contractor's (Firm's) Full Name]
[Contractor's Contact's Address]
[Contractor's Contact's City, State & Zip Code]

E-mail: [Contractor's Contact's E-mail]

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents

necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Reserved.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply

fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contract Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract has been waived. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such

provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101)

with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract**.**

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications

between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules.

The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated

noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to

establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater

immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties. (Supervision of Minors)

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved.

59. Left blank by agreement of the parties. (Food Service Waste Reduction Requirements)

60. Left blank by agreement of the parties. (Slavery Era Disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	**CONTRACTOR**
San Francisco **Municipal Transportation Agency** _____ Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney By: _____ [Deputy City Attorney's Name] Deputy City Attorney AUTHORIZED BY: MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS Resolution No: _____ Adopted: _____ Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors Board of Supervisors Resolution No: _____ Adopted: _____ Attest: _____ Clerk of the Board	[Contractor's (Firm's) Full Name] By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. _____ [Name of Contractor's Authorized Signatory] [Contractor's Signatory's Title] [Contractor's (Firm's) Street Address; No PO Box] [Contractor's (Firm's) City, State & Zip Code] City Contractor Number: [Contractor's Contractor No.]

Appendices
A: Services to be provided by Contractor
B: Payment terms and conditions.

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform, install and configure all of the Transit Vehicle Farebox System as referred to in the accompanying response to RFP #_____ dated _____, _____2015

Contractor agrees to perform, install and configure all of the Transit Vehicle Farebox System as referred to in the accompanying response to RFP #_____ dated _____, _____2015 and those negotiate revisions dated _____. 2015 is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices; 2) the Request for Proposals (RFP) dated _____; and 3) Contractor's Proposal, dated _____.

2. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. SFMTA Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFMTA will be Jason Lee (jason.lee@sfmta.com).

Appendix B
Calculation of Charges